(90/01) VOIZ MJOA

Date:

# District of Delaware United States Bankraptcy Court

Case No. 01-01139 et al. (Jointly

Clerk of the Court

In res: W. R. Grace & Co., et al.,

Administered under Case No. 01-01139)

## NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

29 vis or a light BTI TI BE DEST or deem folly benear the DEST BE TENDER BY THE BENEAR SAFE WIT A PARTY OF A P

THO OT ANTIGVAG~	THE TRANSFER -		
Transferee/Transferee's Agent Pendby for making a takenent. Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.			
By: /siFredric Glass	Date: October 25, 20		
t declare under penalty of perjury that the information provest of my knowledge and builtf.	oo bus surt si soiton sidt ni bablyo		
Phone: 1/2 of Acet #: 1/2			
Name and Address where transferce payments should be sent (if different from above):			
East Four Digits of Acet #: 0/8	io sligiO nuo4 tes.L		
Phone: 212 967 4035	:etiot[4		
	ollivarm <b>a</b>		
	PO Box 1		
New York, NY 10001	Carlette A		
Suite 2305	Morthern		
875 Avonge of the Americas			
Fair Harbor Capital, LLC	sseubbA bus emaM		
	Date Claim Filed:		
spould be sent:	SmislD to InnomA		
Danie and Address where notices to transfered	Court Claim # (iff)		
As assignee of Northern Tool & Equipment	0.33		
Fair Harbor Capital, LLC	& looT arsdraoM		
, y	<u>Name of Translero</u>		

If no objection is timely received by the court, the transferce will be substituted as the original elaimant without further order of the court.

### Page I of 2

ownereding of the Claim shall revert back to Assignor.

Code and Assignee hes gaid for the Chain, Assignor shall mented to hesignee all monies paid by Assignee in regard to the Claim and Assignor acknowledges that, in the event that the Debtor's bankrupicy case is discussed or converted to a case under Chapter 7 of the Bankrupicy

Azinee's safisharion that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor. seame percentiage of claim paid borein not to exceed twice the Claim amount specified above. Azelgace shall ramit such payment to Assignor apon Assignor is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balence of said Claim at the by assignes as a result of such displication and assigned the Cloum is ultimizely allowed in an amount in exercise of the amount purchased berein, such repayment is made, Assignor further agrees to rembures Assigned for all coats, and expenses, including reasonable legal feus and costs, inpured office with factorist at the rate of the percent (10%) per annum on the amount for the period from the date of this Assignment through the date. Schedule, or itsied on the Schedule as unliquidated, wondagent or disputed, or listed on the Sohedule in a lower amount than the Claim Amount diesllowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Assignor spaces to Assignee Immediate proportional restitution and tepsyment of the above Purchase Price to the extent that the Claims is

mistD to domingtesA vide of a retar of noislost bus sieglass awe eff

the Proceedings to make an informed decinion regarding the cash of the Claim and that it has independently and without reliance on Assigner, and proceedings), much based on swell from the Claim in the Proceedings), much Depiot of the Chaire. Assignor represents that it has adequate information concerning the business and financial condition of Depior and the status of that such smoont may not be absolutely determined until surey or a final order confinable a plan of recreation detailsnot acknowledges there except se set forth in this Assignor acknowledges to a gent or representative of Assignor has made any representation of Debuy (Insancial or otherwise) or any other mones relating to the Proceedings, the Assignor is aware that the above Purchase Price may differ from the amount ultimanaly distributed in the Proceedings with respect to the Claim and

purty. Assignor further agrees to pay all coops and attorney tree incurred by Assignes to collect such untotals. thiry-five percent (3594) of the Claim amount as Inquidated damages suffered by Assignes on account of such collect assignment or asign on the other or solo, then the Assignor shall impount end amounts paid by Assignor of Assignor, plus at amount equal to an additional Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of ouch other assignment Claim to say other party or has received or shall receive on behalf of Ansigace, payment in till or partial eatisfaction of, or in connection with the any other payment in full or partial solirifaction of, or in connection with the Claim, or any third pury has assigned or sold or does assign or sell the Assignor hereby agrees that in the event that Assignor has assigned or sold or door assign or sell the Claim to say other parry or has or does receive entev at the Claim or to Impair its value.

officels or definite or greatering payment demand that have been or may be asserted by or on behalf of Debiot or any other penty to reduce the owns and has sitto to the Claim free of any and all little, eccurity interests or encumbrances of any kind or nature whatsoover, and that there are no endefaction of the Claim, that Assignor has not proviously assigned, sold or piedged the Claim to any third party, in whole or in part, that Assignor payments or distributions of less favorable trestment than other unsecured enclines; the Claim is not subject to any factoring agreement, Assignor, or by any third purty claiming through Assignor, in full or partial claim; Assignor has not sugaged in any acts, conduct or onissions that might result in Assignee receiving in respect of the Claim proportionally less Agreement consideres the valid, legal and binding agreement of Azsignor, in full or purific satisfication of, or in connection with the other described by Azsignor, or by any third party on behalf of Azsignor, in full or purific satisfication of, or in connection with the executed and delivered by Assignor and Assignor has the requisite power and suthering to execute, deliver and perform this Agreement, this otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly sufficienced, valid, enforceable claim against the Debtor, no consent approved, faling or corporate, paractakin or other nedou is required as a condition to, or objection to the Claim exists and is listed by the Debtor on its schedule of likelities and any unsendments dietero ("Schedule") as such the Claim is a on neith base billey at Incomes trait of mission and restrict 24.879,42 mail restrict out to the uncome that strenges because of the billey at Incomes trait of mission and restrict the property of the prope

> rycords of the Court. sub no mission of this Agreement and shall be eathlied to identify little in source of the Private Agreement and Spain and Spa - Claim appront set forth above. Assignees shall nevertheless be deemed the cowner of that Populacing Clabs subject. topy of such Proof of Claim is estected to this Assignment). If the Proof of Claim amount citties from the Born a box) agailectored and an ideal R vicinity base of all Section 12 and an interest of an interest of a reserved as a contract of the cont

> > neth stuemew bus amasançon nongigaA

decored an absolute and meconditional assignment of the Claim for the purpose of collection and shall not be decored a security interest. Debtor in sutistization of the Claim. The Claim is besed on amounts owed to Assignor by Debtor as set forth below and this assignment shall be benefits and other property which may of the foregoing, and all oash, securities, instruments and other property which may be paid or issued by and all other claims, causus of action against the Deblor, its affiliates, any guaranter or other third party, together with voing and other rights and assumption of any executory connect or least related to the Claim and fees, penalities and fees, if any, which may be paid with respect to the Claim Proof of Claim, if any, identified below and Assignor's rights to receive all interest, , once payments that the smithed to receive on account of the Northern Tool & Equipment Co, having a neulling address at PO Box 1219., Burnaville, NM, 55337 ("Assignor"), in consideration of the sum of the flur libraries Price"), does hereby transfer to FAIR HAMBOR CAPITAL, LLC, as agent ("Assignor"), leaving an address at 874 Avenue or me canasiness, Suita 2303, New York, NY 10001, all of Assignor and interest in mad to the claim of chains of Assignor, as more specialisally set forth (the "Claim") against W R Grace & Co ("Debtor"), Debtor in proceedings for recognization (the "Froncesdings") in the United State (Int.") bigainst W R Grace & Co ("Debtor"), Debtor in proceedings for recognization (the "Froncesdings") in the United State (Int.") bigainst W R Grace & Count, Count, District of Delaware (the "Count"), Case No. 01-01139, (Joinby Administred Under Caste No. 01-01139), in the Count, and the Claim, in the Claim, including without limitation the Claim, if they be entitled below and Assistance's all interest. one reconst of the Equipment of and it of the reconst of the Equipment of the Caste.

#### **VSSIGNMENT OF CLAIM**

730 S age4

VR Grace 01-01139

100 WITNESS WHEREOF, the widersigned Assignor bereamto sets its land this 20 of Manacht 100 of the Manacht 1

Upon Assignor's delivery to Assignee of its executed signsture page to this Assignment of Claim, Assignor hereby audionizer Assignee to this another pursuant to this 4001 (4) of the Federal Rules of Bankrapitey Procedure ("FRBP"), with respect to the Claim, Assignee is not satisfactory, in Assignee as the Claim and such due diligence is not satisfactory, in Assignee's sole and absolute discortion pursuant to Rule 3001 (c) of the FRBP. In the event Assigner that the Claim back to Assigner or bability regarding this Assignment of Assignee's sole and absolute discortion pursuant to Rule of the FRBP. In the event Assigner or bability regarding this Assignment of Warden and alternatives the Claim back to Assignment of Disim. Assigner hereby acknowledges and consens to all of the remains of all and any obligation or bability regarding this Assignment of Disim. Assigner hereby acknowledges and consens to all of the remains and baseloy weives (i) its right to raise any objection hereby acknowledges and consens to all of the remains the PRBP.

#### CONSENT AND WAIVER CONSENT AND WAIVER

.vzul

Tills Assignment of Claim and by and construed in accordance with the laws of the State of New York, Any action arising barder or relating to this Assignment of Claim may be brought in any State or Rederal court located in the State of New York, and Assignor consents to end confers parameter for a service of process may be upon Assignor by malling a copy of sald process to Assignor over Assignor by malling a copy of sald process to Assignor waives set forth in this Assignorant of Claim, and in any across the regiment waives the right to decrease a risal by the Assignor at the address set forth in this Assignment of Claim, and in any across the regiment waives the right to decrease in the Assignor as the right of decrease and in any across to Assignor waives the right to decrease the Assignor and the right of decrease and the address to Assignor and the right of decrease and the address to Assignor and the right of decrease and the address to Assignor and the right of decrease and the address to Assignor and the right of the right

#### a shigly agreement.

Assignor hereby acknowledges that Assignee may at any time resastign the Claim, together with all right, title and interest of Assignae in and to this Assignation and warranties made herein slad! survive the excentlon and delivery of this Assignment of Claim and any such te-assignment. This Assignment of Claim may be excented in countemparts and all such connumerations together shall be desired to constitute

respective successors and uselgne.

The terms of this Assignment of Claim shall by binding upon, and shall intro to the benefit of and by Assignor, Assignee and their

If Assignor fails to negotiate the distribution cheek issued to Assignor on or before ninety (90) days after issuence of such cheek, then Assignor aboll be wotomerically decement to have waived its Claim. Uniters Assignes is largeness defects in Assignes is largeness that decement to have waived its Claim. Uniters Assignes is largeness the address on the Proof of Claim shall be the proper address for distribution purposes uniters a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for short of Claim about the state of the state of the state of Claim about the state of the sta

Assignor agrees to forward to Assignee all notices received from Debtor, due Court or any thin tespect to the Claim, and to the Claim, and to this such other action with respect to the Claim, and to this as a selence may from time to time to the received by Assignor on account of the Claim, whether in the form of ceah, securities, instrument or any other property and their budges to which a which Assignor on account of the Claim, whether in the form of ceah, securities, instrument or any other property of Assignor on account of the analysis of the considering the property of Assignor on a property of Assignor on Assignor and their Assignor of the constitution of their majority in the time of the constitution of the c

corporate resolutions and consents.

Assignor hereby incorosably appears as see and sawful amounty and authorizes Assignes to set in Assignor's stead, to demand, suc the resignor's aready incorosably appeared as in any most seed to the Claim feering sestioned. The components are not recover all end and only to do all things uccessory to enforce the payable for or on account to this Assignor's sole opion. Assigned the thought to do all things uccessory to enforce the distribution of the Claim Assignor's sole opion. Assigned the capacitation are discretiously in asture and that Assignor's sole opion. Assigned the capacitation of the contract of defend the Claim of the capacitation of the Claim to prove or defend the Claim's vehicle to example and my provers to the Claim of Assigned the Claim to Assigned the Claim in the Assignory agrees to take such funder action, at its cover expense, as may be necessary or destructive each gonness of the Claim of Assigned the Claim to Assigned in the Claim to Assigned in the Claim to Assigned in the Claim of Assigned in the Assigned

Scotled est vy less "source south of the Politice and its committee for the Politice and Politice and Politice and Debots."

•	•		•	
	AND NEW YORK			
•		the state of the s	<u> </u>	
integrate serve (rappy of this proxit of châter from:  Repeated some converse of this proxit of châter present solder present solder present or the rate chain (see the chain (see the chain of grown of grown of grown of grown of grown or the chain of the chain of grown or the chain of g				
	so as accountable them insult and includes a self-	ed a secuestry. Leawledgeweet: Ugoa 1906bit stad processing of this Proof of Chein, you will received dode of falling but your unique alsim muniden. If you want a file stamped cupy of the P	क्षा ।	
		ijot send diegopalasis (1960) and an angeles of anciental social social supplies of the comments of the antique of ancients of the decimient of the antique of accusing a supplies of the decimients of the action o	200	
Yeo as Urano Sou gi apogly that I		is not believed the healthers, eased used parishs with an ideasovery life to demonths will seekly		
Wed at It and had a houself the		A claim is unexpret if there is no collaired or then on property of the theorem is not the sprent that the control of the property is that the constant of the claim.	4	
	·	INSECURED MONEUORITY CLAIM	) a	
A	ered www.de-Awada - tema ra	क्ष्याना भीता प्रतासका का स्वतंत्रका के स्वतंत्रका के अन्यका का अन्यका का अन्यका का अन्यका का अन्यका का अन्यका	,	
D.S.U II - shares for your translaters of your constituent of 13 O.S.U II - shares or your special constituent of the constitue		i or expected in other charges of the season flow included in which the season is season. If once, if once it is not in the season in the seas	amonaA ia minis	
(4)(4)(4) G. C. § 507(4)(4).				
שוקוב - זו חיקימי 6 מועונים - זו מינימי	GEPROLE PROPERTY AND CONTRACT IS	The second of the Contract of	- " [	
es (up to \$4650), cuenced not uncer that shipter pecifique or coversion of the	ट्यंच न्यों कि भूगांति च्यानेज्यं अर्थको वृद्	agio or secont.)  . Collected:	- 1	
	□ ДИЗВСЛЕБО НЕГОЕЦІ, СГУТ	ECURIED CLAIM (check drie box if your claim is secured by collateral, including	2 □	
	AIRSID! BROWNER CHEST TOO WAS WOODS	diffication of Clutte. Under the Bankraptcy Code all clubus are classified as one (\$1 Summer.) It is possible for parts of a claim to be in one category and parts (\$1 Summer.) It is possible for parts of a claim to be in one category and parts of your claim and STAT THE LANGUAGE.	whitestella 67	
		autors and the personal legitarize out or articles of expectal make were produced anished anished and sind should		
	774701.CIS	A Amount of Clubin of Vina Chite Bills: Real or part of your alcus is seemed at entitled to pedacing, site crosping from 5 bolow.	- 1	
<u> </u>	3) Kennit jadgment, date oblamed:	o debt was Lucracrychi		
		390		
	er renember e be t	dinah tiragaraw/v.utat tanosing subsatus-nol 39fe	1.a., 1	
(euch) bearing	hay surives tol noistragasos hingell or	Validabi labahity bersesi yanah	ו ישוא	
·	Your 85 th	ides abnoi besuioiraq preiyau viili ili impaganata	śο,	
() () () () () () () () () () () () () (	D Active Denesity as defined in 11 U.S. O Wugeu, solucies, and compensation (D	ह रिस्ट ट्रिक्टीया		
. :pa	rasan al minio sel mody tanisga	rate Marrie, Common Mapue, aud/or d/b/a marrie of epecific Debior	Corpor	
- Justin	جامعانین 🗖 بوواندند نلافته داخم 🗖 معمیدها و برودانی فایده جانیم ۸	nt or other number by which creditor identifies Debtor:	moss¥.	
		DEEGG (100 37) MONORG		
	same.	biel xen at		
	مطهوبا والمرابع ويترابع المرابع المرا	भवन्त्र चर्च birroda seption storiw esertible bus	) प्रचार	
[. ,	remonstrates are asset may is more asset. Charles the familiary of the familiary of the country applies as	DATORIA TOOL COMMON		
TANO UNIO TOTO AND SUSTAINED STATE	Sometimes where the statement for the statement	TOURA OF PROPERTY):	II SƏMÖ	
	<ul> <li>emographical systems on a cogsist and about D</li> <li>extraordor mistar to thomas help and cods</li> </ul>	or Creditor (The person or other entry to whom the Debtor		
	TOTAL OF SAME PROPERTY OF THE SAME AND ADDRESS OF THE	the day one control of the second of the sec	व्यव्यवस्थाः १ ५ विति १३	
,	athly chilogon a to mine y scarce	ded builded a minelly waring landers of mentants are at 1000 at 1000		
4	Caide Mumber	1449mg) 3740 3 7 (1) 3mma#	O GUICAL.	
AROOR OF CLAIM FORM GRACE NOW-ASSESS OS		STAIRS BANKRUPICY COURT FOR THE DISTRICT OF Deliver:	<b>ข</b> สามเป็	

Ø.